



MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL

DATE OF ISSUE: February 16, 2012

TO: Potential Providers of Services

RE: National Historic Landmark Nomination for McGregor Memorial Conference Center, Wayne State University, Detroit, Michigan

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, Michigan State Housing Development Authority, acting through its State Historic Preservation Office. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan State Housing Development Authority, or its State Historic Preservation Office nor does the mention of trade names or commercial products herein constitute endorsement or recommendation by the Department of the Interior or the Michigan State Housing Development Authority, or its State Historic Preservation Office.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office for Equal Opportunity
National Park Service
1849 C Street, NW
Washington, DC 20240

I. Services Sought by Authority

The State Historic Preservation Office of the Michigan State Housing Development Authority ("Authority" or "SHPO") is seeking an individual or

firm that is authorized to do business in Michigan to write a National Historic Landmark ("NHL") nomination for the Minoru Yamasaki designed McGregor Memorial Conference Center at Wayne State University in Detroit, Michigan. A detailed description of the work is described in Exhibit A: Scope of Work which is attached and incorporated into this Request for Proposals ("RFP").

II. Required Qualifications

The Authority has identified the following qualifications that it believes are necessary for the successful performance and completion of the services described in Exhibit A: Scope of Work. The prospective contractor ("Contractor") must:

- A. Either meet the 36 CFR 61 professional qualifications established by the National Park Service for historian, architectural historian, historic architect, or architect or assign 36 CFR 61 qualified personnel to perform the services and/or supervise other staff. The Contractor shall immediately notify the Authority of any changes in the Project Manager or the 36 CFR 61 qualified personnel performing the services described in this RFP.
- B. Ensure that all work complies with the U.S. Secretary of the Interior's Standards, Guidelines, and Criteria developed for the National Register of Historic Places and the National Historic Landmark program. A non-comprehensive list of statutes, rules and laws that may be applicable to the performance of this contract have been provided for your convenience in Exhibit C: Selected State and Federal Laws.
- C. Have proven experience in conducting primary source research, writing a historic context narrative, writing National Historic Landmark nominations, National Register of Historic Places nominations, and documenting and assessing Modern architectural resources (ca. 1940-1970). See Exhibit A: Scope of Work for more detail.
- D. Be a Michigan entity (limited partnership, limited liability company, for profit corporation or non-profit corporation), a firm that is authorized to do business in the State of Michigan, or a division or office of a Michigan municipality. Proposals from sole proprietors will not be accepted. The Contractor will be required to submit either:
 - 1. A Certificate of Status issued by the Corporations and Securities Bureau of the Michigan Department of Labor & Economic Growth or
 - 2. Evidence of 501(c)(3) status.

- E. Have phone, internet, and e-mail access. Internet and e-mail access must be adequate enough to allow the Contractor to receive, download, and upload data, files, and attachments from Authority staff.
- F. Agree to satisfy the following requirements prior to the execution of the contract with the Authority:
 - 1. Indemnify, defend and hold harmless the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - a. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the services provided ("Services") or (2) performance of the Services, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Agreement.
 - b. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Agreement.
 - c. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract.
 - d. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property

damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority.

- e. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.
- f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

2. Maintain and provide evidence, satisfactory to the Authority, of the following insurance coverage

- a. General Liability Insurance for \$1,000,000 with Authority shown as additional insured.
- b. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate.
- c. Worker's Compensation Insurance (if required under state law). Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable.

G. Agree to execute a contract acceptable to the Director of Legal Affairs. **For purposes of illustration only**, a draft contract is attached as Exhibit D.

III. Submitting Proposal

Contractors wishing to submit proposals must submit one (1) original and five (5) copies of a proposal to provide the services described in Exhibit A: Scope of Work. Submitted proposals must respond to and address the questions listed in Exhibit B: Proposal Instructions and Selection Criteria attached and incorporated into this RFP.

Contractors wishing to submit proposals must also submit the Certificate Verifying Key Persons attached and incorporated into this RFP as Exhibit E, as well as the *Organization Background Checklist* attached and incorporated into this RFP as Exhibit F.

The due date for the Authority's receipt of the proposals responding to this RFP is **March 29, 2012 at 4 p.m.**

The Authority shall not be liable for any costs that a firm or individual may incur while preparing a proposal. The Authority shall not be liable for any costs that a firm or individual may incur prior to the complete execution of a contract. If the Authority enters into a contract, the Authority's consideration (payment) shall be limited to the term of the contract.

IV. Communications with Authority Staff Prior to Selection of Proposal

Any questions raised by Contractors concerning the RFP may be submitted in writing via mail, fax, or email using the subject line **McGregor Center NHL RFP** to the attention of:

**Amy Arnold, Preservation Planner
Michigan State Housing Development Authority
State Historic Preservation Office
702 W. Kalamazoo, 5th Floor
Lansing, MI 48915
E-mail: Arnolda@michigan.gov
Fax: (517) 335-0348**

The Authority will answer by email appropriate questions (e.g. information not covered/answered in the RFP, interpretation issues, etc.) received in a timely manner. To ensure a fair and impartial process, Authority staff will not address non-written questions concerning the RFP. **Phone calls involving the RFP or related questions will not be accepted.** Contractors submitting bids shall not contact any Board members or Authority staff except Amy Arnold. **All communications with Amy Arnold must be received in writing by March 23, 2012.** The Authority will hold no other question sessions or bidder's conferences. The Authority will answer all questions by **March 27, 2012**. All questions and answers related to this RFP will be supplied to Contractors that provide **Amy Arnold** with notification of their Intent to Submit a proposal.

If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of the RFP, supplements or revisions will be provided to all Contractors who have indicated they will submit a proposal. Proposals will then be evaluated based on the terms and conditions of the RFP, any supplements or revisions to the RFP, and the answers to any written questions.

V. Selection of Proposal

The Authority will select the proposal based on Selection Criteria, which are set forth in Exhibit B: Proposal Instruction and Selection Criteria.

VI. Processing Required Forms & Contract Execution

Required forms will be submitted to Civil Service for approval **prior** to Board approval. Contracts that equal or exceed \$25,000 must be Board-approved. Thereafter, a contract will be forwarded to the firm ("Selected Firm") that submitted the selected proposal with instructions to execute and return three copies. Upon receiving the executed copies, the Authority's Legal Affairs Division will submit the executed copies to a duly authorized Authority signatory for execution on behalf of the Authority.

VII. Michigan Freedom of Information Act

Documents submitted to the Authority shall be subject to the Michigan Freedom of Information Act ("FOIA"). In the event a request for submitted documents is made to the Authority, the Authority's FOIA Coordinator will redact or withhold information and/or documents that are exempt from disclosure under FOIA. See *MCL 15.243(1)(i)*. Please note that any requests by non-MSHDA personnel to review proposals will be denied until the deadline for submission of the bids has expired. See *MCL 15.243(1)(j)*.

VIII. Key Personnel & Payments to Pensioned

2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their respective state pensions for the duration of their reemployment. Accordingly, any pensioned retiree who provides or renders services pursuant to the contract for which bids will be made under this RFP shall be required to forfeit his or her pension during the term of the contract.

Bids must acknowledge and confirm whether pensioned retirees will render services under the contract being sought through this bid. If the Contractor intends to use a pensioned retiree, the bidder must submit written confirmation from the pensioned retiree that he or she agrees to forfeit his or her pension during the term of the contract, if awarded. If awarded a contract, the bidder must submit a copy of the pensioned retiree's directions to the State of Michigan's Office of Retirement Services

("ORS") to withhold the retiree's pension payments until the end of the contract term.

Bids must acknowledge and identify certain key personnel and pensioned retirees in the form attached and incorporated into this RFP as Exhibit E: Certificate Verifying Key Persons. Key persons are those individuals who will be performing services pursuant to an awarded contract and (a) sign the contract on behalf of the Contractor and/or (b) are listed in the form included in this Agreement as Exhibit E.

RFP - EXHIBIT A

SCOPE OF WORK

I. **Overview:** National Historic Landmark Nomination for the McGregor Memorial Conference Center, Wayne State University, Detroit, MI

The State Historic Preservation Office of the Michigan State Housing Development Authority ("Authority" or "SHPO") is seeking an individual/firm to prepare a National Historic Landmark nomination for the McGregor Memorial Conference Center at Wayne State University in Detroit, Michigan designed in 1957-58 by architect Minoru Yamasaki. The McGregor Center was listed in the National Register of Historic Places in 2010. Research on Yamasaki's career and a comparative analysis of Yamasaki's work to determine the McGregor Center's national significance within that body of work will be required.

The National Historic Landmark nomination for the McGregor Center is being undertaken in conjunction with a larger project entitled Michigan ModernSM which is documenting Michigan's modern resources for the period 1940-1970. (For more on Michigan ModernSM visit our temporary website at www.michiganmodern.org). The National Historic Landmark designation for the McGregor Center will call attention to one of the state's most significant Modern resources and provide validity for Michigan's role in the development of Modernism in America.

II. **Objectives, Tasks & Activities, and Deadlines:**

A. **Objectives.** To successfully perform the services described in Section I above, the prospective contractor ("Contractor") must satisfy the following objectives:

1. Develop a historic context narrative of the life and career of architect Minoru Yamasaki that includes a comparative analysis of his work.
2. Develop an integrity assessment of the McGregor Center. The integrity assessment must be accompanied by both color and black and white photographs in accordance with *National Register of Historic Places Photo Policy Fact Sheet*.
3. Prepare a National Historic Landmark nomination for the McGregor Center in accordance with *National Register Bulletin: How to Prepare National Historic Landmark Nominations* and show how it meets NHL Criterion 4.

4. Present the nomination to the National Historic Landmarks Committee (Committee) in Washington, DC.

B. Activities/Responsibilities Necessary to Complete Scope of Work. To achieve the objectives, the Contractor shall perform the following activities/tasks:

1. Using primary and secondary sources research and write a historic context narrative providing a detailed overview of the career of the architect Minoru Yamasaki. The purpose of the context will be to document Yamasaki's international significance and his role in shaping Modern architectural design. The narrative, which will be national in focus, will identify significant people, events, and time periods and show how they influenced the architect's work. The 2010 National Register nomination for the McGregor Center will serve as the foundation for the historic context narrative. The context will include a comparative analysis of the work of Minoru Yamasaki that identifies significant works by the architect and demonstrates how the McGregor Memorial Center was one of the architect's seminal designs. The comparative analysis will be supplemented by a list of the resources considered. The resource list will include the address and location of each resource and the year it was built. The Contractor shall provide a detailed justification statement for the McGregor Center's national significance within the context of Yamasaki's career.
2. Develop a written integrity assessment of the McGregor Center. The assessment must be accompanied by both color and black and white photographs providing a visual representation of the existing conditions, historic integrity, and significant features of the resource. The assessment will document any changes that have occurred to the resource over time and the dates of the changes.
3. Prepare the National Historic Landmark (NHL) nomination as required by *National Register Bulletin: How to Prepare National Historic Landmark Nominations*.
4. Include a bibliography of all pertinent resources used in the development of the NHL nomination.
5. Provide the final draft nomination to the Committee and complete any edits proposed by the Committee. Complete an NHL Executive Summary Form, prepare a PowerPoint presentation according to NHL requirements, and present the NHL nomination to the

Committee at their next regularly scheduled meeting in Washington, D.C.

6. Develop a timetable indicating how the project will be scheduled. The timetable shall include: (a) any proposed meeting; (b) the dates of draft submittals review times, (c) completion dates for deliverables; (d) and quarterly and final reports.
7. Provide quarterly progress reports.
8. Provide a Final Project summary report.

C. Products. The work will be undertaken in accordance with the *National Register Bulletin: How to Prepare National Historic Landmark Nominations*. Products will include:

1. Four typo-free paper printouts of the final version of the complete NHL nomination including the historic context narrative, the comparative analysis and resource list, the justification statement for the national significance of the resource, and the bibliography.
2. Four typo-free paper printouts of the final version of the integrity assessment.
3. Four sets of DVDs that include the final version of the complete NHL nomination, the integrity assessment and resource list, the Executive Summary in Word 2000 or in a software agreed upon by the SHPO, and the PowerPoint presentation.
4. Four sets of representative photographs of the resource in accordance with the *National Register of Historic Places Photo Policy Fact Sheet* and the *National Register Bulletin: How to Prepare National Historic Landmark Nominations*. The photographs will be provided to the SHPO on Archival Gold DVD-Rs.
5. Per the *National Register Bulletin: How to Prepare National Historic Landmark Nominations*, the Contractor will provide one original USGS map marked with the location of the resource labeled in pencil.

D. Deadlines for Completing Objectives. All activities must be completed within one year from the date of contract execution.

III. Standards for Performance:

The Contractor shall perform the tasks/activities and complete the objectives in accordance with the following standards.

A. The Contractor must meet the 36 CFR 61 professional qualifications established by the National Park Service for historian, architectural historian, historic architect, or architect.

B. The Contractor shall immediately notify the Authority of any changes in the Project Manager or the 36 CFR 61 qualified personnel performing the services described in this RFP.

C. All work must follow the criteria developed by the Secretary of the Interior for the National Historic Landmark program found in the *National Register Bulletin How to Prepare National Historic Landmark Nominations*.

D. Contactor must be proficient in Word 2000 or a version mutual agreed upon by the SHPO.

E. The project will require travel to the site.

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT B

PROPOSAL INSTRUCTIONS AND SELECTION CRITERIA

I. Proposal Delivery/Submission

- A. Due Date.** Proposals responding to this Request for Proposal ("RFP") are due **March 29, 2012 at 4 p.m.**
- B. Originals and Copies.** Submit one (1) original and five (5) copies of a proposal to provide the services described in the Exhibit A: Scope of Work.
- C. Delivery of Proposal.** Deliveries may be by hand, commercial overnight service, or U.S. Postal Service. No electronic deliveries will be accepted. All deliveries should be directed to:
- Amy Arnold, Preservation Planner
Michigan State Housing Development Authority
State Historic Preservation Office
702 W. Kalamazoo, 5th Floor
Lansing, MI 48915**
- D. Selection of Proposal.** The Authority's review will take a minimum of two weeks after the closing date for submitting proposals. The Authority expects to notify the selected Contractor by **April 30, 2012** via e-mail. The name of the selected Contractor will also be posted on the Authority's website.
- E. Commencement of Work.** Project work will commence upon execution of a project contract and not before. The selected Contractor shall not proceed with performance of the project work or incurring of project costs until both parties have signed the project contract to show acceptance of its terms and conditions.
- F. Project Control.** The Contractor will carry out this project under the direction and control of the SHPO and its designated Contract Administrator.
- G. Quarterly Progress Reports.** The Contractor shall be required to submit brief written quarterly summaries of progress outlining the work accomplished during the reporting period. Problems, real and anticipated, or any significant deviation from the agreed-upon work

plan should be brought to the attention of the Contract Administrator. A financial report of expenditures to date including any changes to approved budget or approved work schedule must be submitted as part of the report. These reports will be due to the SHPO each January 15, April 15, July 15 and September 15 during the project period.

- H. **Final Project Summary Report.** The Contractor shall be required to submit a narrative summary of the project and its outcome. This should include an outline of the methodology used, evaluation of the project results, and a summary of what worked and what the Contractor would do differently the next time they undertake a project of this nature. One printed copy of the final summary report and an electronic version of the report in Word 2000 shall be submitted to the SHPO.
- I. **Applicable Laws.** The successful Contractor may be awarded a contract that requires compliance with state and federal laws including but not limited to those listed in Exhibit C to this RFP.

II. Proposal Format

- A. **Overview.** Proposals must be submitted in the format described in this Exhibit as outlined below. There should be no attachments, enclosures or exhibits other than those considered by the prospective Contractor to be essential to a complete understanding of the proposal. Each section must be clearly identified with appropriate headings.

The proposal should be clear, accurate, and complete, with sufficient detail to enable the Authority to evaluate the services and methods proposed. Brevity is appreciated.

B. **Format of Proposal.**

- 1. **Business Organization.** Include the following information and supporting documentation as outlined in *Organization Background Checklist* found attached and incorporated into this RFP as Exhibit F.
 - a. Full name and address of Firm.
 - b. Branch office, if applicable.
 - c. Type of entity (e.g., Michigan corporation, Michigan nonprofit corporation, Michigan limited liability company).
 - i. If entity is foreign (i.e., non-Michigan) it must be licensed to do business in Michigan. The firm must submit with the proposal a *Certificate of*

Authority to Transact Business issued by the Department of Licensing and Regulatory Affairs that is dated no earlier than 30 days prior to the submittal date of the proposal.

- ii. If entity is Michigan-based, the firm must submit with the proposal a *Certificate of Status* that is dated no earlier than 30 days prior to the submittal date of the proposal.
- d. Submit a *W-9 Request for Taxpayer Identification Number and Certification*. This form is found in Exhibit H attached and incorporated into this RFP.
- e. Submit a *Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying* form. The form is found in Exhibit G attached and incorporated into this RFP.
- f. Submit a *Certificate Verifying Key Persons*. This form is found in Exhibit E attached and incorporated into this RFP.

2. Management and Personnel. Answer/Address the following:

- a. **Officer and Management Summary.** Identify officers and managers by name and position. Identify managers and/or officers who will manage the contract if it is awarded and provide their resumes or CVs.

Identify key project personnel and their titles. List their responsibilities and the specific tasks each will carry out and the anticipated time frames for each task and person. Provide current contact information including name, title, mailing address, email address, and phone and fax numbers.

- b. **Bidder's Authorized Contact.** Include the name and telephone number of person(s) in your organization authorized to execute any proposed contract with the Authority. An official authorized to commit the bidder to the terms and conditions of the proposal must sign the proposal. The Contractor must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.

3. Experience.

- a. **Prior Experience of Contractor.** Indicate prior experience of your firm that you consider relevant to the successful accomplishment of the project described in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Include descriptions of qualifying experience, including project descriptions, costs, and starting and ending dates of projects successfully completed. Also include name, address, and telephone number of the responsible official of the client organization who may be contacted.
- b. **Experience of Proposed Personnel Assigned to Provide Services.** The proposal should describe the education and experience of the personnel who will be assigned to provide the proposed services, including managers who may oversee work of personnel, and show how they meet the experience requirement. Resumes or CVs of assigned personnel shall be provided. Personnel shall include those with demonstrated expertise and experience in:
 - i. Preparation of successful National Historic Landmark nominations.
 - ii. Researching and documenting Modern architectural resources (ca.1940-1970).
 - iii. Preparation of successful National Register of Historic Places nominations.
 - iv. Researching and writing historic context narratives.
 - v. Assessing historic resource integrity using the National Register of Historic Places eligibility criteria.
- c. **Examples of Work.** The following examples of recent work should be submitted with the application:
 - i. A writing sample from the staff person assigned to the development of the historic context narrative.

- ii. A National Historic Landmark application.
 - iii. A National Register of Historic Places nomination.
 - iv. Examples of the Contractor's work related to the research and documentation of Modern architectural resources
 - v. Two sample photographs.
- d. **Additional Information and Comments.** Include any other information that is believed to be pertinent but not specifically asked for elsewhere.
- e. **Confirm Whether Any Assigned Personnel Receive Pension Payments from the State of Michigan.** If any assigned personnel receive pensions from the State of Michigan, you must provide confirmation, signed by each assigned person with a State of Michigan pension, that he or she acknowledges and agrees that he or she must forfeit any pension payments made during the term of the contract. If a contract is awarded, each assigned person with a State of Michigan pension must submit a copy of the pensioned retiree's directions to the State of Michigan's Office of Retirement Services to withhold the retiree's pension payments during the contract term.

4. **Proposed Services.**

- a. **How Service will be Rendered.** Address and describe the process used to render the services and how the services will be rendered. This should be an overview of the methodology to be used, based on staff and time frames, to meet the project scope of work and complete the required products within the time frame of the project.
- b. **Use of Subcontractors.** If any work will be subcontracted, describe the following:
- i. Work that will be subcontracted.
 - ii. The process used to select the subcontractors.
 - iii. The contractor's experience and expertise.

- iv. The names of the firms/individual(s) who will perform the subcontracted work.
- c. **Standards.** Describe or address the following:
 - i. How the National Park Service 36 CFR 61 professional qualifications will be met.
 - ii. How quality of service will be monitored and ensured.
- d. **Security of Data.** If the services to be rendered require the collection and/or use of confidential and/or personal data, confirm the following:
 - i. Has your firm established and used a policy to address the security of paper and electronic data. *(Please do not submit a copy of your security policy.)*
 - ii. Does your policy address the removal of confidential and/or personal data from storage media? (For example, does your firm's policy include the removal or "wiping" of data from hard drives when a computer is no longer used?)
- e. **Copyrighted Materials.** If the services require the production of a written product for the Authority, please acknowledge and/or confirm the following:
 - i. Any and all products produced as a result of this contract shall be the property of the Authority.
 - ii. Your agreement that the Authority shall (a) hold a copyright on all materials or products produced under the contract and (b) be allowed to file for a copyright with the United States Copyright Office.
 - iii. Your acknowledgment that submitted documents will not contain in part or whole copyrighted materials.

5. Price Proposal & Budget

- a. **Price Proposal.** All rates quoted in proposals submitted in response to this RFP will be a firm fixed price for the duration of the contract. No price changes will be permitted.
- b. **Budget.** Include in the proposal a line item budget identifying all expenses related to the work to be performed. By submitting the bid, the provider acknowledges that it bears the risk that its expenses may exceed the proposed amount. The budget should, at a minimum include, include the following:

Item	Personnel Services/Staff	Rate	# of Hours	Total
LABOR				
Project Management				
Research				
Fieldwork				
Writing & Editing				
Photography				
Other (Specify)				
TRAVEL				
Transportation				
Lodging				
Food				
PRINTING				
SUPPLIES				
OTHER				
TOTAL				

6. **Schedule/Timeline.** All activities must be completed within one year from the date of contract execution. Contractor bids must include a schedule for delivery of services set forth in Exhibit A: Scope of Work and cite the proposed deadlines for completing the tasks within the Scope. Include a timetable indicating how the project will be scheduled. The timetable shall include: (a) any proposed meetings; (b) dates for draft submittals; (c) review times (at a minimum allow 4 weeks for SHPO review) and completion dates for deliverables; and (d) quarterly and final reports. The table below is an example:

Completed Service/Project Components	Estimated Completion Dates
March 29, 2012	Proposals Due
April 30, 2012	Contractor Selection

	Announcement
<i>May 15, 2011</i>	Civil Service Approval
<i>May 23, 2011</i>	Authority Board Approval
<i>June 1, 2012</i>	Execute Contract
<i>By June 15, 2012</i>	Kick Off Meeting At Wayne State University, Detroit
<i>July 15, 2012</i>	Contractor Submits Quarterly Progress Report to SHPO
<i>September 15, 2012</i>	Contractor Submits 50% of Draft Context and Quarterly Progress Report to SHPO
<i>October 10, 2012</i>	SHPO Submits Comments on Draft Context to Contractor
<i>November 7, 2012</i>	Contractor Submits Draft Integrity Assessment to SHPO
<i>December 7, 2012</i>	SHPO Submits Comments on Integrity Assessment to Contractor
<i>January 15, 2013</i>	Contractor Submits Quarterly Progress Report and 90% Draft Context to SHPO
<i>February 13, 2013</i>	SHPO submits comments to Contractor
<i>March 13, 2013</i>	Contractor Submits Complete Draft of Complete NHL Nomination to SHPO
<i>April 15, 2013</i>	Contractor Submits Quarterly Progress Report to SHPO
<i>April 15, 2013</i>	SHPO Submits Comments on NHL Nomination to Contractor
<i>May 24, 2013</i>	Contractor Submits all Final Products to SHPO and Final Report to SHPO

7. Disclosure of Participation and Interests in Authority Programs.

- a. Disclosure of Interests in Authority Programs.** Authority programs include, but are not limited to, the Housing Voucher Program, any loans where the Authority is the lender, and any grants made by or administered by the Authority. Submit a list of all interests that the Contractor, its officers, board members, and employees respectively have in Authority programs. If the firm intends to use independent contractors or subcontractors to render services, include the

interests that independent contractors or subcontractors and their officers, board members, and employees respectively have in Authority programs.

- b. **Potential Conflicts of Interests.** Please confirm whether any potential conflict of interest will exist if the Authority enters into a contract with the firm. Conflicts of interest may involve the firm's officers, employees, members, board members, independent contractors or subcontractors the firm will use to render services if the firm enters into a contract with the Authority.
- c. **Family Members Who Work for Authority.** Please list the names of the Contractor's officers, board members, and employees who have family members who work for the Authority and the names of the family members who work for the Authority.

8. **Signature Clause to be Signed by Authorized Signatory.** Insert into the proposal and have an authorized signatory sign the following signature clause at the end of the proposal:

I confirm that I have submitted this proposal on behalf of _____ in response to the Michigan State Housing Development Authority's Request for Proposals for a National Historic Landmark Nomination for McGregor Memorial Conference Center, Wayne State University, Detroit, Michigan.

By: _____

Its: _____

Date: _____

III. Selection of Proposal

The selection of a firm shall be subject to a review by the Legal Affairs Division concerning conflicts of interest and/or participation in Authority programs by the firm, its officers, employees, subcontractors or independent contractors.

- A. **Selection Criteria.** The SHPO will select the proposal based on Selection Criteria listed below:

- | | | |
|----|--|--------------------|
| 1. | Experience, education or certification | (20 Points) |
| 2. | Experience with researching and documenting Modern resources | (20 Points) |
| 3. | Experience writing a National Historic Landmark Nomination | (20 Points) |
| 4. | Communication skills, including clarity of proposal | (10 Points) |
| 5. | Adequacy of staff necessary to perform services | (10 Points) |
| 6. | Use of the time available to perform services | (10 Points) |
| 7. | <u>Reasonableness and feasibility of fee</u> | <u>(10 Points)</u> |

Total Possible Points:	100 Points
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B. Expected Deadline for Selecting Proposal. The Authority expects to confirm selection of the proposal by e-mail by **April 30, 2012**.

C. Cancellation of Selected Proposal. The selection of a proposal by the Authority may be cancelled at any time prior to the complete execution of a contract. If the Authority cancels its selection of a proposal, the Authority may repost this or a similar RFP and re-seek proposals. Reasons for canceling the selected proposal may include, but are not limited to, the following:

1. Refusal of Department of Civil Service to process required forms.
2. Refusal of duly authorized Authority signatory to execute the contract.



MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL

EXHIBIT C

SELECTED STATE AND FEDERAL LAWS

The following statutes, rules, and other laws may be applicable to the performance of contract resulting from this RFP. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL §§ 440, 1101, et seq. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FOIA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901, et seq.
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490,.
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with Disabilities Civil Rights Act MCL §§ 37.1101, et seq.
State Contracts with Certain Employers Act MCL §§ 423.321, et seq.
Management and Budget Act MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USC §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSSA) 40 USC §§ 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791, et seq.
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USC §§ 101, et seq.
Title VII, 42 USCS §§ 2000e, et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101, et seq.
Title V, Section 504 of the Rehabilitation Act of 1973, 29 USC § 794
Executive Orders on equal employment opportunity, especially EO 11375 and 41 CFR Part 60
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623, et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651, et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201, et seq.
Pollution Prevention Act of 1990 (PPA) 42 USC §§ 13106
Sherman Act, 15 USC §§ 1, et seq.
Robinson-Patman Act, 15 USC §§ 13, et seq.
Clayton Act, 15 USC §§ 14, et seq.
National Historic Preservation Act of 1966, 16 USC §§ 470, et seq.
Office of Management and Budget Circulars A-87, A-21 or A-122 concerning cost principles
Office of Management and Budget Circulars A-102 or A-110 concerning administrative requirements

Office of Management and Budget Circular A-133 concerning audits of states, local governments and non-profit organizations
National Environmental Policy Act of 1969, 42 USC §§ 4321, et.seq.
Prohibited Interests: 18 USC §874, U.S. Department of Labor regulations 29 CFR Part 3
Prohibited Methods and Procedures including Lobbying: 18 USC §1913
Environmental Protection regulations 40 CFR Part 15
National Environmental Protection Act PL91-190
Executive Order 1154, 11288, 11990 and 11988
Coastal Zone Management Act 16, USC §§ 1451, et.seq.
Endangered Species Act PL 93-205
The Wild Scenic Rivers Act 16 USC §§ 127, et.seq.
The Clean Air Act 42 USC §§ 7401, et.seq.
The Clean Water Act 33 USC §§ 168, et.seq.
Hatch Political Activity Act 5 USC §§ 1501, et.seq.
Secretary of the Interior Standards for Historic Preservation, 36 CFR 67.7



MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL

EXHIBIT D

SAMPLE CONTRACT

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

^ [Contractor Name]

THIS AGREEMENT, made and entered into as of the ^ day of ^ 20__, by and between the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a public body corporate and politic, Lansing, Michigan (hereinafter referred to as the "Authority") and ^ [Contractor Name] (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

1. **Services Rendered/Scope of Work.** That the Contractor shall, in a satisfactory and proper manner as determined by the Authority, render the services described in Exhibit I, which is attached and made a part of this Agreement.
2. **Term.** This Agreement shall cover work performed by the Contractor during the period of time ending [date].
3. **Contract. Price and Payment.**
 - a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed [spell out amount] (\$).
 - b. Billings for services will be based on an hourly rate not to exceed \$ per hour for professional services. Out-of-pocket expenses to be reimbursed at the regular per diem rate in effect when services are rendered.
 - c. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices should be submitted to the ^[specify office and division of the Authority]^ of the Authority and should include the

following:

- (1) Authority's contract number as shown above.
- (2) Specific service performed and development name and number, if applicable.
- (3) Amount paid to date on this contract.
- (4) Number and amount of this invoice.

d. Final payment shall be made upon the satisfactory completion and submission of all required work and documents.

4. **Record Keeping.** The Contractor shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.
5. **Nondiscrimination.** In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor hereby agrees in connection with the performance of services under this Agreement not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or handicap. Breach of this covenant may be regarded as a material breach of this Agreement.
6. **Failure to Perform.** In the event the Contractor fails to perform services required under this Agreement or performs services hereunder in an improper manner, the parties hereto agree that the damage that the Authority will sustain as a result thereof will be substantial but will be difficult, if not impossible, to ascertain, and therefore, the parties hereto agree that in the event of the Contractor's failure to perform services required hereunder or the Contractor's performance of services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amount previously paid to the Contractor after the Contractor's non-performance of improper performance. For the purposes of the foregoing, the parties hereto agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided herein, shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for the Contractor's default under this Agreement.

7. **Assigned Personnel.** The Contractor hereby represents that the personnel it will assign to perform the services under this contract shall possess the requisite education, competence and experience to perform such services. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the services identified in the attached exhibit of this contract.
8. **Employees of Contractor or Key Persons.**
- a. **Definition of Key Person.** "Key Persons" shall be defined in this Agreement as individuals who perform services pursuant to this Agreement and (a) sign this Agreement on behalf of the Contractor and/or (b) are listed in Exhibit II of this Agreement.
 - b. **Performance of Services.** The Contractor acknowledges that only Key Persons shall perform the services under this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render services pursuant to this Agreement.
 - c. **Exhibit II--Certificate Verifying Key Persons.** Prior to executing this Agreement, the Contractor shall provide to the Authority the names of all Key Persons by completing Exhibit II, which is the Certificate Verifying Key Persons of the Contractor or a subcontractor, if applicable ("Certificate"). In the event the Contractor fails to provide to the Authority the names of any Key Persons, the parties shall consider the signatory for the Contractor to be the sole Key Person for the Contractor. If the Contractor (or subcontractor) wishes to add an agent, employee, or independent contractor as a Key Person during the term of this Agreement, the Contractor shall complete and submit to the Authority a Certificate for that employee, agent, or independent contractor. (See Section 12 of this Agreement.)
 - d. **2007 PA 95, MCL 38.68c.** The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the State of Michigan) ("Pensioned Retirees") who become employed by the State, either directly or indirectly through a contractual arrangement with another party, on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment. **EFFECTIVE OCTOBER 2, 2010, "EMPLOYED BY THE STATE" INCLUDES ENGAGEMENTS OF PENSIONED RETIREES AS INDEPENDENT CONTRACTORS. PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES UNDER THIS AGREEMENT AS KEY PERSONS MUST FORFEIT THEIR PENSIONS DURING THE TERM OF THIS AGREEMENT IF THE**

PENSIONED RETIREE (A) IS EMPLOYED BY THE STATE, (B) IS EMPLOYED BY THE CONTRACTOR, (C) HOLDS AN OWNERSHIP INTEREST IN THE CONTRACTOR, (D) IS A SUBCONTRACTOR OF THE CONTRACTOR, OR (D) IS AN EMPLOYEE OF A SUBCONTRACTOR.

THE CONTRACTOR ACKNOWLEDGES AND AGREES TO SECURE THE AUTHORITY'S PRIOR WRITTEN CONSENT BEFORE RETAINING, EMPLOYING OR SUBCONTRACTING WITH A PENSIONED RETIREE TO PERFORM SERVICES UNDER THIS AGREEMENT. RETAINING, EMPLOYING OR SUBCONTRACTING WITH A PENSIONED RETIREE TO PERFORM SERVICES UNDER THIS AGREEMENT WITHOUT THE AUTHORITY'S PRIOR WRITTEN CONSENT SHALL BE (A) A MATERIAL BREACH OF THIS AGREEMENT AND (B) GROUNDS FOR THE AUTHORITY TO TERMINATE THIS AGREEMENT AND PROVIDE NOTICE TO THE OFFICE OF RETIREMENT SERVICES THAT THE RETIREE HAS RECEIVED PENSION PAYMENTS AND PAYMENTS DIRECTLY OR INDIRECTLY THROUGH THIS AGREEMENT.

IF THE CONTRACTOR EMPLOYS OR RETAINS A PENSIONED RETIREE AS A KEY PERSON OR SUBCONTRACTS WITH A PENSIONED RETIREE, THE CONTRACTOR MUST SUBMIT A COPY OF THE PENSIONED RETIREE'S DIRECTIONS TO THE OFFICE OF RETIREMENT SERVICES ("ORS") TO WITHHOLD THE RETIREE'S PENSION PAYMENTS DURING THE TERM OF THIS AGREEMENT.

THE CONTRACTOR AND THE PENSIONED RETIREES IT EMPLOYS ACKNOWLEDGE AND AGREE THAT NEITHER THE STATE, NOR THE AUTHORITY, NOR ITS EMPLOYEES, DIRECTORS, AGENTS NOR BOARD SHALL BE LIABLE TO THE CONTRACTOR OR PENSIONED RETIREE FOR THE FORFEITURE OF THE RETIREE'S PENSION PAYMENTS DURING OR AFTER THE TERM OF THIS AGREEMENT. THE CONTRACTOR AND PENSIONED RETIREE ACKNOWLEDGE THAT THE AUTHORITY HAS NO RESPONSIBILITY TO CONFIRM WHETHER THE ORS HAS OR WILL FORFEIT THE RETIREE'S PENSION.

9. **Conflicts of Interest.** Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or its officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors prior to or during the term of

this Agreement are not employees of the State of Michigan or its units. Should a conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.

10. **Participation in Other Authority Programs.** With the exception of providing services to the Authority as described in Exhibit I of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders or members will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs.
11. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the Authority from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or sustained in connection with the performance of this Agreement by the Contractor, its agents or employees, or sustained as a result of any breach of this Agreement by Contractor.
12. **Delegation to Subcontractors or Independent Contractors.** The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Director of Legal Affairs has given written consent to the delegation. When submitting the request to subcontract, the contractor shall include the following information about the subcontractor:
 - a. **Name of Subcontracting Firm;**
 - b. **Work that will be subcontracted;**
 - c. **Names of individuals who will perform the subcontracted work; and**
 - d. **List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.**

Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority shall be a material breach of this Agreement. In the event a subcontractor is approved by the Authority's Director of Legal Affairs, the Key Persons for the Contractor shall be subject to the requirements set forth in Section 8 (Employees of Contractor or Key Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Key Person of the subcontractor or

an independent contractor retained by the Contractor. SUBCONTRACTING WORK TO BE PERFORMED UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED OFFICER OF THE AUTHORITY SHALL BE A MATERIAL BREACH OF THIS AGREEMENT.

13. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. The Contractor, its employees and Contractors, shall be deemed at all times and for all purposes to be independent contractors. The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the services described in Exhibit I are under the control and at the discretion of the Contractor.
14. **Ownership of Documents and Reports.** All documents and reports delivered to the Authority shall be the property of the Authority.
15. **Disclosure of Information.** Neither the Contractor nor its agents or contractors, shall disclose information or documents created or maintained in connection with this agreement to anyone, without the prior consent of the Authority. Neither the Contractor nor its agents or contractors, shall use information or documents created or maintained in connection with this agreement to further any private interest, other than as contemplated by this Agreement, without the prior consent of the Authority.
16. **Termination of Agreement.** This Agreement may be terminated with notice at any time by the Executive Director. However, the Contractor shall be compensated hereunder for services satisfactorily performed prior to the date of termination.

17. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SAMPLE

IN WITNESS WHEREOF the Authority and the Contractor have executed this Agreement as of the date first above written.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Date: _____ By: _____

^

Date: _____ By: _____

^

"THIS MODEL IS A DRAFT AND IS SUBJECT TO
REVISION IN WHOLE OR IN PART BY THE
AUTHORITY'S OFFICE OF LEGAL AFFAIRS"

[USE ONLY IF CD TECHNICAL ASSISTANCE CONTRACT]

IN WITNESS WHEREOF the Authority and the Contractor have executed this Agreement as of the date first above written.

AUTHORITY

MICHIGAN STATE HOUSING DEVELOPMENT

Date: _____ By: _____
Director of Community Development

^

Date: _____ By: _____



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT E

CERTIFICATE VERIFYING KEY PERSONS

See appended document titled

**CERTIFICATE VERIFYING KEY PERSONS OF THE
CONTRACTOR/SUBGRANTEE**

CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR/SUBGRANTEE

The Contractor/Subgrantee acknowledges that the following personnel are Key Persons of the Contractor/Subgrantee in accordance with Section VIII of the Request for Proposal:

(1) Name _____
(Print or type Name above line)

Title with Contractor/Subgrantee _____

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

(2) Name _____
(Print or type Name above line)

Title with Contractor/Subgrantee _____

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

(3) Name _____
(Print or type Name above line)

Title with Contractor/Subgrantee _____

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

Print or Type Contractor/Subgrantee Name Above Line

By: _____
Signature Date

Name of Signatory for Contractor/Subgrantee: _____
Print/Type Name of Signatory Above Line

Its: _____

Federal Identification Number: _____



MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL

EXHIBIT F

ORGANIZATION BACKGROUND

In order to submit a proposal, firms must submit the following organizational documentation as outlined below. Submissions may be sent to the contact person as described in both Section IV of the Request for Proposal and Exhibit B: Proposal Instructions and Selection Criteria:

- ☐ **Articles of Incorporation**
- ☐ **Organizational Bylaws**
- ☐ **List of Board of Directors and Officers, including titles**
- ☐ **Federal Employer ID Number (see attached form)**
- ☐ **CHDO Tax ID Number (if applicable)**
- ☐ **Signatory authority (if not addressed elsewhere)**
- ☐ **Certificate of Status issued by the Corporations and Securities Bureau of the Michigan Department of Labor & Economic Growth (if applicable)**
- ☐ **Evidence of 501(c)(3) status (if applicable)**



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT G

CERTIFICATE REGARDING DEBARMENTS

See appended document titled

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE
REQUIREMENTS AND LOBBYING FORM**

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK _____ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower
Tier Covered Transactions**

CHECK _____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK _____ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
Place of Performance (Street address, city, county, state, zip code)

Check _____ If there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK _____ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK _____ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT, SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK _____ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

Instructions for U.S. Department of Interior form DI-2010

Certification Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying

Complete Part B.

If you are an organization, Part C must also be completed.

If you are an individual, Part D must also be completed.

Note: Part C contains two sections, both of which must be completed if Part C applies.

The authorized certifying official must complete the signature section of the form located after Part E.

Note: U.S. Department of the Interior form DI-2010 cannot be altered, amended, changed, or modified in any way.